

LAW OFFICES OF STEPHEN S. SMITH, P.C.  
30700 Russell Ranch Rd., Suite 250  
Westlake Village, California 91362

1 STEPHEN S. SMITH (SBN 166539)  
2 ssmith@stephensmithlaw.com  
3 LAW OFFICES OF STEPHEN S. SMITH, P.C.  
4 30700 Russell Ranch Rd., Suite 250  
5 Westlake Village, California 91362  
6 Telephone: 310.955.5824  
7 Fax: 310.955.5824

8 Attorneys for Plaintiff WINSON TANG

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11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

13 WINSON TANG, an individual,  
14 Plaintiff,

15 v.

16 LINDSAY ROSENWALD, an individual;  
17 MIKE WEISS, an individual; OPUS  
18 POINT PARTNERS, a Delaware Limited  
19 Liability Company; MUSTANG BIO,  
INC., (aka MUSTANG THERAPEUTICS,  
INC.) a Delaware corporation; CITY OF  
HOPE, a California nonprofit public  
benefit corporation; FORTRESS  
BIOTECH, INC. (f/k/a Coronado  
Biosciences, Inc.) a Delaware corporation;  
and DOES 1-10, inclusive,

20 Defendants.

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Case No. 2:16-cv-01317-MWF-PLA

**FIRST AMENDED COMPLAINT FOR:**

- (1) BREACH OF CONTRACT (NONDISCLOSURE AGREEMENT);**
- (2) BREACH OF CONTRACT (JOINT VENTURE AGREEMENT);**
- (3) BREACH OF CONTRACT (CITY OF HOPE AGREEMENT)**
- (4) PROMISSORY ESTOPPEL (EQUITY INTEREST);**
- (5) PROMISSORY FRAUD; and**
- (6) BREACH OF CONTRACT (THIRD PARTY BENEFICIARY CLAIM)**

**DEMAND FOR JURY TRIAL**

## NATURE OF THE ACTION

1. This action revolves around a breach of contract consisting of the misappropriation  
of a business opportunity in the biotechnology industry. Plaintiff Dr. Winson Tang (“Dr. Tang”)  
and Defendants Dr. Lindsay Rosenwald (“Dr. Rosenwald”), Mike Weiss (“Mr. Weiss”) and Opus  
Point Partners (“Opus”) agreed that Dr. Tang would look for opportunities to jointly license  
medical technologies and that, if one party received information about any specific technology  
from the other, the receiving party would not obtain or license or otherwise exploit that  
technology without the disclosing party for a five-year period after the disclosure. Pursuant to  
that agreement, Dr. Tang informed defendants about a particular medical technology that was  
available to be licensed by City of Hope and introduced Dr. Rosenwald, Mr. Weiss and, their  
company, Defendant Fortress Biotech, Inc. (“Fortress”) to City of Hope. City of Hope’s first and  
primary contact was Dr. Tang, and City of Hope was already discussing with Dr. Tang the  
licensing of this technology and specifically intended to benefit Dr. Tang via the license. Dr.  
Tang then entered into discussions and an eventual contract with City of Hope for City of Hope to  
license this technology to a “Newco” owned, in part, by Tang. Upon reaching this agreement  
with City of Hope for the license (the “License Agreement”), Drs. Tang and Rosenwald, Mr.  
Weiss, Opus and Fortress agreed to create a new entity, Mustang Therapeutics, Inc., now known  
as Mustang Bio, Inc. (“Mustang”), to serve as licensee, in which Dr. Tang would receive a 15  
percent ownership interest, as reflected in the License Agreement. Immediately after the  
exclusive License Agreement was signed with City of Hope, however, defendants sought to cut  
Dr. Tang out of the deal, refusing to issue him a stock certificate reflecting his equity interest in  
Mustang and suddenly inventing non-existent pre-conditions for the vesting of Dr. Tang’s 15%  
ownership interest.

24       2. Dr. Tang requests that the Court order specific performance of the agreement to  
25 award him a 15 percent ownership interest in Mustang.

## THE PARTIES

27       3.     At all relevant times, Dr. Tang was and is a medical doctor who resides and does  
28 business in the County of Los Angeles, state of California. Dr. Tang is a veteran of the

1 biotechnology industry with more than 30 years of experience in biomedical research and drug  
2 development. He has held positions of increasing responsibility in a number of biotechnology  
3 companies including Amgen, Vertex Pharmaceuticals, Tularik, Isis Pharmaceuticals, Amsterdam  
4 Molecular Therapeutics, and Sangamo BioSciences.

5 4. At all relevant times, Defendant Mustang was and is a Delaware corporation  
6 conducting business within the County of Los Angeles, state of California.

7 5. At all relevant times, Defendant Fortress was and is a Delaware corporation  
8 conducting business within the County of Los Angeles, state of California. Fortress was formerly  
9 known as Coronado Biosciences, Inc. Fortress is the majority stock holder of Mustang.

10 6. At all relevant times, Defendant City of Hope was and is a California nonprofit  
11 public benefit corporation headquartered in the County of Los Angeles, state of California. City  
12 of Hope is a capital stock holder of Mustang.

13 7. At all relevant times, Defendant Dr. Rosenwald was and is an individual residing  
14 in New York State and conducting business within the County of Los Angeles, state of California.  
15 Dr. Rosenwald is a capital stock holder of Mustang.

16 8. At all relevant times, Defendant Mr. Weiss was and is an individual residing in  
17 New York State and conducting business within the County of Los Angeles, state of California.  
18 Mr. Weiss is a capital stock holder of Mustang.

19 9. At all relevant times, Defendant Opus was and is a limited liability company  
20 registered in the state of Delaware, founded and controlled by Defendants Dr. Rosenwald and Mr.  
21 Weiss and conducting business within the County of Los Angeles, state of California.

22 10. Does 1 through 10 are persons, corporations, or other entities, each of which, on  
23 information and belief, was and/or is the managerial agent, employee, attorney, predecessor,  
24 successor, joint venturer, co-conspirator, alter ego, parent, subsidiary, related entity, affiliate,  
25 and/or representative of one or more of the other defendants named or identified herein and acted  
26 with the permission, authorization and/or ratification and consent of them. Dr. Tang is informed  
27 and believes, and based thereon alleges, that each fictitiously named defendant was in some way  
28 responsible for, participated in, or contributed to the matters about which Dr. Tang complains and

1 has legal responsibility for those matters. The true identities of defendants Does 1 through 10  
 2 and/or the specific facts giving rise to a cause of action against them are currently unknown to Dr.  
 3 Tang, and Dr. Tang therefore prays for relief to amend this complaint to assert the proper names  
 4 of each such defendant(s) when his, her or its identity is discovered.

5 **THE JULY 7, 2013 NONDISCLOSURE AGREEMENT**

6 11. In or about the spring of 2013, Dr. Rosenwald contacted Dr. Tang to discuss  
 7 entering into a business relationship whereby Dr. Tang would refer to Dr. Rosenwald potential  
 8 medical compounds/technologies suitable for the creation of a biotechnology company. Dr. Tang  
 9 and Dr. Rosenwald agreed that they would seek to jointly license one or more medical  
 10 compounds or technologies, form a company owned by both of them, and then commercially  
 11 develop and exploit products and services incorporating such technologies via that company. On  
 12 or about July 7, 2013, Dr. Tang and Opus, through Opus' agent Dr. Rosenwald, signed a  
 13 nondisclosure agreement containing the following provision:

14           Each Party acknowledges that the source of the technology and  
 15 compound are Proprietary Information provided by the Disclosing  
 16 Party and that the Receiving Party will not act to obtain or license  
 17 the compound/technology without the Disclosing Party for a period  
 18 of sixty months after such disclosure.

19 12. On August 21, 2014, Dr. Tang telephoned Dr. Rosenwald and informed him of a  
 20 medical technology owned and controlled by the Cancer Center at the California non-profit  
 21 corporation City of Hope, known as the Chimeric Antigen Receptor ("CAR-T") technology. The  
 22 CAR-T technology is a new method to combat cancer by manipulating a patient's own T-cells to  
 23 recognize and kill cancer cells, sometimes called adoptive immunotherapy. Dr. Tang had already  
 24 begun discussions with City of Hope regarding the potential licensing of the CAR-T technology  
 25 in the Spring of 2013. Dr. Tang then contacted Dr. Rosenwald to propose the formation of a new  
 26 partnership between Dr. Tang and Dr. Rosenwald to license and exploit this technology.

1                   **THE JOINT VENTURE AGREEMENT, THE CITY OF HOPE AGREEMENT**  
 2                   **AND THE LICENSE TO MUSTANG**

3                 13.         Specifically, on or about August 21, 2014, Dr. Tang telephoned Dr. Rosenwald  
 4         and proposed that they enter into a partnership or joint venture to license the CAR-T technology.  
 5         Dr. Tang is informed and believes, and based thereon alleges, that Dr. Rosenwald was unaware of  
 6         the CAR-T technology or of the City of Hope licensing opportunity prior to the August 21  
 7         telephone call from Tang.

8                 14.         On or about August 24, 2014, Dr. Tang submitted a new application to City of  
 9         Hope to license the CAR-T technology. The application described the formation of a  
 10        biotechnology company to develop and commercialize the CAR-T technology.

11                15.         On or about September 10, 2014, Dr. Tang flew to New York to meet with Dr.  
 12         Rosenwald and Mr. Weiss to discuss the terms of the proposed partnership/joint venture vis-à-vis  
 13         the City of Hope deal. During that meeting, Dr. Tang, Dr. Rosenwald, Fortress and Mr. Weiss  
 14         agreed that they would form a new entity to license the CAR-T technology, in which Dr. Tang  
 15         would have an equity ownership interest.

16                16.         Immediately upon reaching that agreement, Dr. Tang arranged for a telephone  
 17         conference with City of Hope for the purpose of introducing Dr. Rosenwald and Mr. Weiss to the  
 18         City of Hope team. That telephone conference took place on September 15, 2014, with Dr.  
 19         George Megaw and Mr. Matt Grunseth representing the City of Hope. This was followed by an  
 20         in-person meeting on or about October 14, 2014 at City of Hope's offices. The attendees at that  
 21         meeting were Dr. Rosenwald, Mr. Weiss, Dr. Martha Vincent and Dr. Tang representing the  
 22         licensee applicants. City of Hope was represented by Mr. Matt Grunseth and Drs Megaw, Larry  
 23         Coture, Christine Smith and Stephen Forman. During the meeting, Dr. Tang presented the  
 24         operating plan for the biotechnology company that would be formed to develop and  
 25         commercialize the CAR-T technology.

26                17.         On November 7, 2014, following discussions with Dr. Rosenwald and Mr. Weiss,  
 27         Dr. Tang sent to City of Hope the first draft of an exclusive license agreement between City of  
 28         Hope and a to-be-formed entity owned by Drs. Tang and Rosenwald for the CAR-T technology.

1       Shortly thereafter, on November 13, 2014, City of Hope agreed to license to Drs. Tang and  
 2 Rosenwald the CAR-T technology.

3       18.       Between November 2014 and March 2015, Dr. Tang, on the one hand, and City of  
 4 Hope, on the other hand, negotiated the terms of the exclusive license agreement and exchanged  
 5 drafts thereof. Dr. Tang engaged in the negotiation with City of Hope for the benefit of himself,  
 6 Dr. Rosenwald, Mr. Weiss and the new entity to be formed, which entity was to be the actual  
 7 licensee in which Dr. Tang would have an ownership interest. During these discussions and  
 8 negotiations between Dr. Tang and City of Hope, City of Hope agreed to license the technology  
 9 to a “Newco” owned, in part, by Dr. Tang.

10      19.       In the meantime, Dr. Tang, Dr. Rosenwald, Fortress and Mr. Weiss continued to  
 11 solidify the specific terms of their agreement. After a series of discussions from early to middle  
 12 January 2015, the parties discussed their respective equity shares in the entity that would serve as  
 13 the official licensee of the license from City of Hope. By mid-January 2015, Dr. Tang, Dr.  
 14 Rosenwald, Mr. Weiss and Fortress agreed that Dr. Tang would obtain a 15 percent equity  
 15 ownership stake in that entity, which became Mustang. On February 6, 2015, Mr. Weiss created  
 16 and e-mailed to Dr. Tang a capitalization table reflecting Dr. Tang’s 15 percent ownership  
 17 interest in Mustang.

18      20.       On March 17, 2015, Mustang and City of Hope signed the exclusive license  
 19 agreement. Paragraph 9.3.5 of the signed license agreement states that “Exhibit B sets forth a true  
 20 and complete capitalization table of [Mustang].” Exhibit B is entitled “List of Capital Stock  
 21 Holders” and expressly states that Dr. Tang is a “holder” of “15%” of Mustang’s capital stock.

### **DEFENDANTS BREACHES OF CONTRACTS**

22      21.       On April 17, 2015, Dr. Tang e-mailed Dr. Rosenwald and Mr. Weiss and asked  
 23 them to issue and deliver to him a stock certificate representing his 15% ownership interest in  
 24 Mustang. Mr. Weiss responded, “we’ll work on the paperwork.”

25      22.       But the “paperwork” never came. Despite repeated requests from Dr. Tang and his  
 26 legal counsel between April and September 2015, and Mr. Weiss’s April 2015 promise to “work  
 27 on the paperwork,” Defendants have failed and refused to issue Dr. Tang a certificate for his 15

1 percent equity interest in Mustang. Defendants have taken the position that they may license the  
2 CAR-T technology without Dr. Tang and without providing Dr. Tang any of the equity in the  
3 licensee entity, Mustang, that was agreed between the parties.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract - Nondisclosure Agreement**  
6 **(Against Defendants Opus and Dr. Rosenwald)**

7 23. Dr. Tang hereby repeats, re-alleges and incorporates each and every allegation set  
8 forth in Paragraph 1 through 22 above as though fully set forth herein.

9 24. On or about July 7, 2013, Defendants Opus and Dr. Rosenwald agreed that they  
10 would not, without Dr. Tang, license or obtain any technologies disclosed to them by Dr. Tang  
11 for a period of sixty months after the disclosure.

12 25. On or about August 21, 2014, Dr. Tang disclosed to Dr. Rosenwald the existence  
13 of, and opportunity to license, the CAR-T technology, of which Dr. Rosenwald was not  
14 previously aware. Dr. Tang was instrumental in creating and facilitating the relationship  
15 between City of Hope and Mustang.

16 26. On or about March 17, 2015, Opus and Dr. Rosenwald, via the newly-created  
17 entity of Mustang, licensed the CAR-T technology from City of Hope. While Defendants  
18 initially clearly stated that Dr. Tang owned 15% of the licensee, Mustang, they have since that  
19 time refused to issue to Dr. Tang a stock certificate for Dr. Tang's equity interest in Mustang.

20 27. Dr. Tang has performed all obligations required of him under the July 7, 2013  
21 nondisclosure agreement.

22 28. As a direct result of Defendants' breach of contract, Dr. Tang has suffered  
23 damages in an amount to be proven at trial, but not less than the jurisdictional minimum of this  
24 Court.

25 29. Pursuant to paragraph 5 of the July 2013 nondisclosure agreement, Dr. Tang  
26 requests that the court issue an order that Dr. Rosenwald specifically perform the agreement by  
27 granting to Dr. Tang 15% of the stock in Mustang.

## **SECOND CAUSE OF ACTION**

## **Breach of Contract – Joint Venture Agreement**

**(Against Defendants Dr. Rosenwald, Fortress and Mr. Weiss)**

30. Dr. Tang hereby repeats, re-alleges and incorporates each and every allegation set forth in Paragraph 1 through 29 above as though fully set forth herein.

31. On or about January 15, 2015, Dr. Tang and Defendants Dr. Rosenwald, Fortress and Mr. Weiss agreed that Dr. Tang would receive a 15 percent equity interest in the entity that would license that technology from City of Hope, which entity later became Mustang.

32. The parties' joint venture agreement was subsequently reflected in the capitalization table prepared by Mr. Weiss in February 2015, and the "List of Capital Stock Holders" at Exhibit B to the exclusive license agreement between Mustang and City of Hope in March 2015.

33. Dr. Tang has performed all obligations required of him by the joint venture agreement.

34. Defendants Dr. Rosenwald, Fortress and Mr. Weiss breached the joint venture agreement by failing and refusing to issue to Dr. Tang a stock certificate for Dr. Tang's 15 percent equity interest in Mustang and failing to distribute 15 percent any revenues earned by Mustang to Dr. Tang.

35. As a direct result of Defendants' breach of contract, Dr. Tang has suffered damages in an amount to be proven at trial, but not less than the jurisdictional minimum of this Court.

36. Dr. Tang requests that the Court order issuance of a stock certificate reflecting Dr. Tang's 15 percent equity interest in Mustang.

### **THIRD CAUSE OF ACTION**

# **Breach of Contract – City of Hope Agreement (Against City of Hope)**

37. Dr. Tang hereby repeats, re-alleges and incorporates each and every allegation set forth in Paragraph 1 through 36 above as though fully set forth herein.

38. On or about November 13, 2014, City of Hope and Dr. Tang entered into an oral contract pursuant to which City of Hope agreed to license the CAR-T technology to a “Newco” owned, in part, by Dr. Tang.

39. Dr. Tang performed all terms and conditions of that contract.

40. City of Hope breached this contract by licensing the technology to a new company called Mustang, which Defendants, including City of Hope, now claim Dr. Tang has no ownership interest in.

41. As a direct result of Defendant's breach of contract, Dr. Tang has suffered damages in an amount to be proven at trial, but not less than the jurisdictional minimum of this Court.

## **FOURTH CAUSE OF ACTION**

## Promissory Estoppel

**(Against Defendants Opus, Fortress, City of Hope, Dr. Rosenwald and Mr. Weiss)**

42. Dr. Tang hereby repeats, re-alleges and incorporates each and every allegation set forth in Paragraph 1 through 41 above as though fully set forth herein.

43. In July 2013, Opus and Dr. Rosenwald promised that they would not exploit any medical technology opportunities that were disclosed by Dr. Tang to them without Dr. Tang. In making that promise, Defendants Opus and Dr. Rosenwald knew or should have known that Dr. Tang would reasonably rely on it to his detriment by disclosing to them the opportunity with City of Hope. In reliance upon Defendants' promise, in August 2014, Dr. Tang in fact did disclose to Opus and Dr. Rosenwald the opportunity with City of Hope, which led directly to the license agreement between Mustang and City of Hope.

1       44.       In January 2015, Defendants Dr. Rosenwald, Fortress and Mr. Weiss promised Dr.  
2 Tang that he would receive 15% of the stock in Mustang in exchange for having connected  
3 Defendants with City of Hope and the CAR-T technology, facilitating the relationship between  
4 Defendants and City of Hope and working to consummate the execution of the license with City  
5 of Hope. In making that promise, Defendants Dr. Rosenwald, Fortress and Mr. Weiss knew or  
6 should have known that Dr. Tang would reasonably rely on it to his detriment by facilitating the  
7 completion of the exclusive license agreement between City of Hope and Mustang for the CAR-T  
8 technology. Dr. Tang did in fact reasonably rely on Defendants' promise to his detriment by  
9 facilitating the completion of the exclusive license agreement between City of Hope and Mustang  
10 for the CAR-T technology.

11      45.       Defendants Opus, Fortress, Dr. Rosenwald and Mr. Weiss broke their promises by  
12 failing and refusing to issue to Dr. Tang a stock certificate for Dr. Tang's 15 percent equity  
13 interest in Mustang, seeking to impose onerous conditions on the vesting of such ownership  
14 interest, seeking to tie Dr. Tang's equity interest to his employment when the two things were  
15 supposed to be separate, and failing to distribute 15 percent any revenues earned by Mustang to  
16 Dr. Tang.

17      46.       On or about November 13, 2004, City of Hope promised Dr. Tang that it would  
18 license the CAR-T technology to a "Newco" to be owned in part by Dr. Tang. In making this  
19 promise, City of Hope knew or should have known that Dr. Tang would reasonably rely on it to  
20 his detriment by facilitating the completion of the exclusive license agreement between City of  
21 Hope and Mustang for the CAR-T technology. Dr. Tang did in fact reasonably rely on  
22 Defendants' promise to his detriment by facilitating the completion of the exclusive license  
23 agreement between City of Hope and Mustang for the CAR-T technology.

24      47.       City of Hope broke its promise by licensing the technology to a new company  
25 called Mustang, which Defendants, including City of Hope, now claim Dr. Tang has no  
26 ownership interest in.

27      48.       In light of the foregoing, injustice may be avoided only by enforcement of  
28 Defendants' promises, and they are estopped to deny it.

49. As a direct result of Defendants' broken promise, Dr. Tang has suffered damages in an amount to be proven at trial, but not less than the jurisdictional minimum of this Court.

50. Dr. Tang requests that the Court order issuance of a stock certificate reflecting Dr. Tang's 15 percent equity interest in Mustang.

## **FIFTH CAUSE OF ACTION**

## Promissory Fraud

**(Against Defendants Dr. Rosenwald, Fortress and Mr. Weiss)**

51. Dr. Tang hereby repeats, re-alleges and incorporates each and every allegation set forth in Paragraph 1 through 50 above as though fully set forth herein.

52. On or about January 15, 2015, Defendants Dr. Rosenwald, Fortress and Mr. Weiss promised that, in exchange for having connected Defendants with City of Hope and the CAR-T technology and facilitating the relationship between Mustang and City of Hope and working to consummate the license with City of Hope, Dr. Tang would receive a 15 percent equity interest in Mustang.

53. Dr. Tang would not have facilitated the completion of the licensing relationship between Mustang and City of Hope without that promise.

54. Dr. Tang is informed and believes, and based thereon alleges, that Defendants did not intend to perform that promise at the time they made it, and made the promise in order to induce Dr. Tang to continue facilitating the completion of the licensing relationship between Mustang and City of Hope.

55. Dr. Tang reasonably relied upon Defendants' false promise to his detriment by facilitating the completion of the licensing relationship between Mustang and City of Hope

56. Defendants did not perform their promise, and instead proceeded to license the CAR-T technology from City of Hope, while cutting Dr. Tang out of the deal.

57. As a direct result of Defendants' fraud, Dr. Tang has suffered damages in an amount to be proven at trial, but not less than the jurisdictional minimum of this Court.

58. Dr. Tang requests that the Court order issuance of a stock certificate reflecting Dr. Tang's 15 percent equity interest in Mustang.

59. As a result of Defendants' fraud, Dr. Tang is also entitled to exemplary and/or punitive damages as authorized by law and in an amount sufficient to punish and make an example of Defendants.

## **SIXTH CAUSE OF ACTION**

# **Breach of Contract – Third Party Beneficiary Claim (Against All Defendants)**

60. Dr. Tang hereby repeats, re-alleges and incorporates each and every allegation set forth in Paragraph 1 through 59 above as though fully set forth herein.

61. This fifth cause of action is asserted in the alternative. If Dr. Tang is determined to be a 15% shareholder in Mustang as alleged above, then this claim is moot. However, if Dr. Tang is found not to be a 15% shareholder in Mustang, then this claim is ripe.

62. At all times relevant herein, Dr. Tang was a third party beneficiary of the license agreement between City of Hope and Mustang. City of Hope, Mustang, Dr. Rosenwald, Mr. Weiss, Opus and Fortress knew and intended that the license agreement was for Dr. Tang's specific, individual benefit. The licensee became an entity, later named Mustang, only because City of Hope, Dr. Rosenwald, Opus, Fortress and Mr. Weiss had promised to Dr. Tang an equity interest in such entity and had promised to license the technology to an entity, Newco, owned in part by Dr. Tang. Indeed, that representation was made in the license agreement itself. City of Hope then entered into the license with that entity, Mustang, specifically knowing and agreeing that Dr. Tang would be and was in fact a 15% shareholder in Mustang.

63. City of Hope, Mustang, Dr. Rosenwald, Mr. Weiss, Opus and Fortress all knew, at the time the license agreement was entered into, that (a) they all owed to Dr. Tang the obligations set forth in the agreements alleged above, and (b) that the license agreement with Mustang was intended by all defendants to satisfy such obligations. They knew this, in part, because the license agreement specifically stated on its face that Dr. Tang was a 15% capital stock holder in Mustang. Accordingly, Dr. Tang is a creditor, intended third party beneficiary of the license agreement.

64. Dr. Tang has informed City of Hope that the obligation owed to him, which was to

1 be satisfied via the license agreement, has not been performed due to the refusal of Mustang, Dr.  
2 Rosenwald, Fortress, Opus, City of Hope and Mr. Weiss to issue to Dr. Tang his 15% equity  
3 shares in Mustang. City of Hope knew that it and the other defendants owed Dr. Tang the  
4 obligation of a 15% equity ownership interest in Mustang and the license agreement itself for the  
5 reasons alleged above.

6 65. All defendants have breached the obligations owed to Dr. Tang as a creditor,  
7 intended third party beneficiary of the license agreement by failing to grant to him 15% of the  
8 capital stock of Mustang, thereby denying him his share of the benefits of the license itself.

9 66. At all times relevant herein, Dr. Tang has performed all obligations required of  
10 him as a third party beneficiary of the license agreement.

11 67. As a direct result of defendants' breach of contract, Dr. Tang has suffered damages  
12 in an amount to be proven at trial, but not less than the jurisdictional minimum of this Court.  
13

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Dr. Tang prays for judgment and relief in its favor and against Defendants  
16 on all causes of action, as follows:

- 17 1. For compensatory damages in an amount to be proven at trial;  
18 2. For specific performance of the July 7, 2013 nondisclosure agreement and the  
19 January 15, 2015 joint venture agreement, and the November 13, 2014 City of Hope agreement,  
20 ordering that Defendants grant to Dr. Tang 15% of the stock in Mustang;  
21 3. For exemplary and/or punitive damages as authorized by law and in an amount  
22 sufficient to punish and make an example of Defendants;  
23 4. For pre-judgment interest at the maximum allowable legal rate;

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- 1       5. For Dr. Tang's reasonable attorneys' fees and costs incurred herein; and  
2       6. For such other and further relief as the Court may deem just and proper.  
3

4                     DATED: March 14, 2016

LAW OFFICES OF STEPHEN S. SMITH, P.C.

6                     By: /s/ Stephen S. Smith  
7                             STEPHEN S. SMITH (SBN 166539)  
8                             Attorneys for Plaintiff WINSON TANG

9                     **DEMAND FOR TRIAL BY JURY**

10          Plaintiff Winson Tang hereby demands a trial by jury of all triable issues.

11                     DATED: March 14, 2016

LAW OFFICES OF STEPHEN S. SMITH, P.C.

14                     By: /s/ Stephen S. Smith  
15                             STEPHEN S. SMITH (SBN 166539)  
16                             Attorneys for Plaintiff WINSON TANG